

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NAVISION SHIPPING COMPANY A/S,

Plaintiff,

- against -

YONG HE SHIPPING (HK) LTD.,

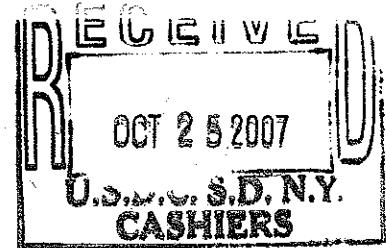
Defendant.

JUDGE CHIN

X

07 CIV 95 17

ECF CASE



VERIFIED COMPLAINT

Plaintiff, NAVISION SHIPPING COMPANY A/S ("Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, YONG HE SHIPPING (HK) LTD. ("Defendant"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. Jurisdiction over this matter is also present pursuant to the Federal Arbitration Act, 9 United States Code § 1 *et seq.*, and this Court's federal question jurisdiction, 28 United States Code § 1331.
2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law.
3. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity organized and existing under foreign law.
4. At all material times, Plaintiff was the disponent Owner of the motor vessel "BRAVE JOHN" (hereinafter the "Vessel").

5. By a charter party dated July 7, 2007, Plaintiff chartered the Vessel to Defendant for the carriage of cargo. *See charter party annexed hereto as Exhibit "1."*

6. The charter party provides that hire is due in advance.

7. During the course of the charter, disputes arose between the parties regarding Defendant's failure to pay hire due and owing under the charter party. *See breakdown of outstanding hire annexed hereto as Exhibit "2."*

8. As a result of Defendant's breach of the charter party, Plaintiff has sustained damages in the principal amount of \$1,676,310.42, exclusive of interest, arbitration costs and attorneys fees.

9. Pursuant to the charter party, all disputes arising thereunder are to be submitted to arbitration in London with English Law to apply.

10. Despite due demand, Defendant has failed and/or refused to pay the sums due and owing to Plaintiff.

11. Thus, Plaintiff is preparing to commence arbitration proceedings against Defendant on its claims.

12. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts in the Final Arbitration Award(s):

A.	Principal claim:	\$1,676,310.42
B.	Interest on claims: 3 years at 6%, compounded quarterly	\$327,916.78
C.	Estimated attorneys' fees and expenses:	\$200,000.00
D.	Estimated arbitration costs:	\$50,000.00
Total		\$2,254,227.20

13. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant.

14. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any assets of the Defendant held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;

C. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any

other funds held by any garnishee within the District which are due and owing to the Defendant, in the amount **\$2,254,227.20** calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

D. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court

E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

F. That this Court award Plaintiff its attorney's fees and costs of this action; and

G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: October 25, 2007
Southport, CT

The Plaintiff,
NAVISION SHIPPING COMPANY A/S

By: 

Nancy R. Peterson (NP 2871)
Patrick F. Lennon (PL 2162)
LENNON, MURPHY & LENNON, LLC
420 Lexington Ave., Suite 300
New York, NY 10170
(212) 490-6050 – phone
(212) 490-6070 – fax
nrp@lenmur.com
pfl@lenmur.com

ATTORNEY'S VERIFICATION

State of Connecticut)
) ss.: Southport
County of Fairfield)

1. My name is Nancy R. Peterson.
2. I am over 18 years of age, of sound mind, capable of making this
Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the
Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents
thereof and believe the same to be true and accurate to the best of my knowledge, information
and belief.
5. The reason why this Verification is being made by the deponent and not
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now
within this District.
6. The source of my knowledge and the grounds for my belief are the
statements made, and the documents and information received from, the Plaintiff and agents
and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: October 25, 2007
 Southport, CT


Nancy R. Peterson

EXHIBIT "1"

070712-5619

User: CB

To: NAVISION CHARTERING A/S <chartering@navisiongroup.com>

From: GFI BROKERS LONDON <drycargo@gfigroup.co.uk>

Subject: [CB] brave john/yhs cp dated 12.7.2007

Date: 12-07-2007 12:17:08 (printed 28-09-2007 12:12:34)

TO.: "NAVISION CHARTERING A/S"

FROM: GFI Group

DATE: 12-JUL-2007 11:16

MSG.: 989232

peter / dan

very plsd to confirm having fixed clean asf cp dated 12 july 07:

m.v. brave john ex prabhu jivesh (ex spring eagle)
 self trimming bulk carrier
 malta flag built dec 1983-japan
 kurushima dockyard no:3010
 port of registry:valletta
 classed abs (abs al bc-ams-accu), ism certified
 39230 dwat on 11.20 mtrs draft
 winter: 38155mt on 10.98mtrs
 tropical: 40270mt on 11.42mtrs
 tpc loaded: 45.87 / tpi:116.5 / light : 41.79
 call sign 9 h n r 7 - inmarsat c: 421540410 brav
 e-mail: 421540410@stratosmobile.net
 phone: 763616645 / fax:763616647
 official class register no:83142421
 imo: 8307076
 loa/beam 188/28 mtrs
 depth moulded: 15.4m
 grt/nrt 22009/12589
 suex grt/nrt 22779.88/19915.85
 panama grt/nrt 23703.05/18106.73
 grain/bale 47588.89/45961.76 cu.mtrs
 holdwise grain/bale capa
 no1 : 8,359.34 / 7,971.60
 no2 : 9,846.08 / 9,578.87
 no3 :10,238.34 / 9,895.64
 no4 : 9,844.73 / 9,533.50
 no5 : 9,300.40 / 8,982.15
 ttl :47,588.89 /45,961.76

ho/ha 5/5 forward of bridge
 hatch covers folding type hydraulically operated
 hatch sizes #1 to 5 19.2 x 14.04 mtrs
 #3 floodable

ows cnfm vsls h.cvr not side opening n not side rolling
 t/top clear of hoppers dimensions
 nr.1 : length 28.50 mtrs inner bulkhead corrugation
 breadth fwd 6.90 mtrs aft 18.40 mtrs
 nr.2/3/4 length 28.50 mtrs inner bulkhead corrugation
 breadth 18.40 mtrs
 nr. 5 : length 28.50 mtrs inner bulkhead corrugation
 breadth fwd 18.40 mtrs aft 9.75 mtrs

height tt to main deck 13.80 mtrs tt to hacover 14.40 mtrs
 distance waterline to top hatchcovers in light ballast:abt 11m
 distance waterline to top hatchcovers in heavy ballast:abt 10.6m

cranes 4 of 25 tons

vsl strengthened for heavy cargoes #2/4 may be empty
 strength of ttp/deck/h cover
 tt str.nr1-19.2 nr2-13.3 nr3-25.4 nr4-13.3 nr5-19.2 mt/mtr2

deck 3.0mt/mtr2

constants: 300 mts excl fw
daily fresh water consumption: 8mt
fresh water capacity: 180mt
max const incl fw: 400mt
tank capacity ifo: 1400mt mdo: 120mt

speed abt 12.50k on abt 24 mt ifo (180 cst) + 2.0 mt mdo at sea
when idle abt 1.5 mt mdo /when gear working abt 2.8 mt mdo.
speed/cons described in fair weather unexceeding beaufort scale 3.
speed/cons described from seabuoy to seabuoy and vsl consumes mdo for
navigating in channels and enclosed waters.

master's nationality: Greek
officers and crew nationality: philippinoes.

p&iclub: west of england
h&m value: usd 10mil
h&m insurer: london +italian market via cambiaso risso of genova.

last s.survey date: sept 2003 at china - chengxi shipyard
last dd: may 2006 at piraeus

-australia hold ladders fitted
-itf: bona fide
-vsl is under present management: since 11/04/2003

owners: oresteia shipping ltd, malta
managers: p+p shipping co (hellas) s.a.
7, platonos street - piraeus 185 35
greece
tel: +30210-4224112/5 fax: +30210-4224119 tlx: 211732 papa gr
e-mail: papanhes@otenet.gr
- all details about

FOR

- A/C YONG HE SHIPPING (HK) LTD
- DELY DLOSP, ZHANJIANG, CHINA ATDN SHINC
- LYCN 21/29 JULY (0001/2400 HRS LT) 2007
- FOR 1 TCT WITH INT STEELS AND GENERALS LAWFULL AND HARMLESS,
WITH DECK OPTION, VIA SPS SAS SBS AA AWIWL
- estimated duration for cp purposes abt 60 days wog
- redely on dlosp full med as per ows btb cp atdnshinc, port in chopt
- HIRE USD 34500 DIOT FIRST 50 DAYS AND USD 35500 THEREAFTER
- 1st hire plus bod to be paid on dely
2nd hire to be 45 days and to be paid 15 dys after dely
3rd hire upto expected redely incl bunker adjustment
any subsequent hire(s) to be paid in advance as/if becomes due
- vessel to deliver with bunkers remaining on board estimated to be
abt 500-600 mts ifo and abt 50-60 mts mdo. vessel to be redel with
abt 500 mts ifo and abt 50 mts mdo. prices bends usd 340 pmt ifo
and abt usd 625 pmt mdo.
- ILOHC/CVE AS PER B2B CP
- CARGO/TRADING EXCL AS PER B2B CP

- owise as per ows btb cp logically amended

- 5ttl owners

END

thanks vm fixture

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Communications sent from our London offices are, unless stated otherwise, sent on
behalf of
GFI Holdings Limited, a limited company registered in England and Wales with
registered
office located at 1 Snowden Street, London EC2A 2DQ and registered number 03405222

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EXHIBIT "2"

Navision Shipping Company A/S
 c/o Navision Chartering A/S
 Strandvejen 102 E * DK-2900 Hellerup * Denmark



23 October 2007

Yong He Shipping (HK) Ltd.
 c/o GFI Brokers Ltd
 1 Snowden Street
 Broadgate West
 London, UK-E1 6DB
 United Kingdom

Hire Statement Recap

m.v. Brave John - C/P 12 July 2007 - F000256 C103

Date of delivery: 23-07-07 18:30 UTC

Date of redelivery: UTC

Total days on hire: 0.000000

Bunkerquantities mt:	IFO	MDO	MGO
Delivery:	467.00	46.50	0.00
Redelivery:	0.00	0.00	0.00

Bunkerprices USD:			
Delivery:	340.00	625.00	0.00
Redelivery:	340.00	625.00	0.00

USD

T/C Hire:

23/07 18:30 hrs - 11/09 18:30 hrs UTC	50 days at USD 34,500.00	1,725,000.00
11/09 18:30 hrs - 09/11 18:30 hrs UTC	59 days at USD 35,500.00	2,094,500.00

Commissions deducted	3.75%	(143,231.25)
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Bunkers on delivery

IFO 467 mts at USD 340	158,780.00
MDO 46.5 mts at USD 625	29,062.50

Communication/Entertainment/Victualling USD 1,250 per 30 days	4,541.67
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Payments:

Payment 1 - 1st hire	(686,561.25)
Payment 2a - 10 AUG "430,000 USD"	(430,000.00)
Payment 2b - 10 AUG "30,000 USD"	(30,000.00)
Payment 3 - 16 AUG "330,000 BEING PART OF 1,045,000"	(315,781.25)

Payment 4 - 20 AUG "330,000 BEING PART OF 1,045,000"	(330,000.00)
Payment 5 - 29 AUG "400,000,00 BEING PART OF STM 2"	(400,000.00)
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Balance in Owners favour	1,676,310.42
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